**THE HON'BLE Ms. JUSTICE G. ROHINI**

**WRIT PETITION No.22989 OF 2002**

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**ORDER:**

This Writ Petition is filed seeking a Writ of Mandamus declaring the action of the 1st respondent-Superintending Engineer, Operation Circle, A.P. Transco, NPDCL. Nizamabad, in terminating the agreement in favour of the petitioner for the purpose of maintaining the accounts in respect of Slab Card Service of certain areas in Nizamabad District, as arbitrary and illegal.

The petitioner claims to be a private accounting agency. The erstwhile A.P. State Electricity Board entered into an agreement dated 8.06.1989 with the petitioner for maintenance of accounts in respect of Slab Card Service of specified area i.e., Bodan and Yellareddy E.R.Os., in Nizamabad District. It appears that the agreement was executed initially for a period of five years, and subsequently, the same was renewed from time to time. While so, by notice dated 26.09.2002, the petitioner was called upon to show cause as to why the agreement should not be terminated on the ground of certain irregularities mentioned in the show cause notice. The petitioner states that he submitted a detailed explanation dated 7.10.2002. Having considered the same the 1st respondent passed two separate orders dated 1.11.2002 and 11.11.2002, thereby terminating the agreement in favour of the petitioner with immediate effect, and directing the petitioner to handover total billing and accounting data up-to-date to the 3rd respondent herein. The said action of the respondents is under challenge in this Writ Petition.

Heard both sides and perused the material on record.

Admittedly, the agreement dated 8.06.1989, on the basis of which, the petitioner was entrusted the work in question is a non-statutory contract. Hence, even assuming that there is any violation of the terms and conditions of the contract the petitioner ought to have availed the appropriate common law remedy for redressal of his grievance. The law is well-settled that any dispute arising out of a non-statutory concluded contract is not amenable to the Writ jurisdiction under

Article 226 of the Constitution of India, particularly when the matter involves several disputed questions of fact.

In the circumstances, the Writ Petition is liable to be dismissed on the said ground alone. Accordingly, the Writ Petition is dismissed. However, this shall not preclude the petitioner to work out appropriate remedy as available under law for redressal of his grievance. No costs.

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**(G. ROHINI, J.)**

22rd December, 2005.

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**THE HON'BLE Ms. JUSTICE G. ROHINI**

**WRIT PETITION No.22989 OF 2002**

**22nd December, 2005.**

M/s Sudhakar Associates,

Represented by sole proprietor –

Mr. K. Sudhakar Rao. .. Petitioner.

And

The Superintending Engineer,

Operation Circle, A.P. Transco,

NPDCL., Nizamabad and two

Others. .. Respondents.

**THE HON'BLE Ms. JUSTICE G. ROHINI**

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**22nd December, 2005.**